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JC 910 539

TITLE Agreement between Board of Trustees, West Kern Community College District and Taft College Faculty Association, 1989-1990.

INSTITUTION West Kern Community Coll. District, Taft, CA.

PUB DATE 89

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## ABSTRACT

The collective bargaining agreement between the West Kern Community College District Board of Trustees and the Taft College Faculty Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1, 1989 through June 30, 1990, deals with the following topics: bargaining agent recognition; professional dues or fees and payroll deductions; leaves of absence; workload obligation; compensation, including fringe benefits, schedule classification and placement, and certificated salaries; certificated employer-employee relations committee; completion of meet and negotiation; term and renegotiation; no strike clause; savings provisions; and contract resolution. Salary schedules, information on optional retirement/reduced workloan plan, and provisions related to the petroleum technology program are included. (PAA)

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AGREEMENT

BETWEEN

BOARD OF TRUSTEES

WEST KERN COMMUNITY COLLEGE DISTRICT

AND

TAFT COLLEGE FACULTY ASSOCIATION

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Ratified 10/5/89

Effective 7/1/89

Terminating 6/30/90

JC 910 539

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## ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein  
constitute a bilateral and binding agreement  
("Agreement") by and between the Board of Trustees of  
the West Kern Community College District ("District")  
and the Taft College Faculty Association, CTA/NEA  
("Association").
- 1.2 This Agreement is entered into pursuant to Chapter  
10.7, Sections 3540-3549.3 of the Government Code  
("Act").
- 1.3 Except as set forth herein, this Agreement shall be in  
full force and effect upon final ratification by the  
Board of Trustees and shall remain in full force and  
effect until June 30, 1990.

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for that unit of employees identified by the District in its resolution dated May 5, 1976, incorporated herein by this reference and attached hereto as Appendix "A".

2.2 Excluded from coverage under this Agreement are all other employees of the District not included within such unit.

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ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

4.1 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the unit member. Pursuant to such authorization, the District shall deduct one tenth such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the period for which he/she is contractually employed during the current academic year.

4.2 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues or assessments, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction of the faculty member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made which indicates the amount deducted for each such faculty member.

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4.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.

4.4 Upon appropriate written authorization, from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

## ARTICLE 5: LEAVES OF ABSENCE

### 5.1 General Provisions

5.1.1 Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit coverage, and retirement credit, the same as if they were not on leave. Those who go on an unpaid leave during any pay period shall receive their fringe benefit (health and welfare) coverage for the balance of that pay period.

Thereafter, except as provided in Article 5.11 Personal Leave, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner required by the District.

5.1.2 Part-time contract or regular unit members shall be entitled to leaves of absence equal to that portion of the leave as their contract relates to that of a full-time contract or regular unit member.

5.1.3 "Member(s) of the immediate family" as used in this Article shall mean spouse and parents, step-parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the

1 unit member or of the unit member's spouse, or  
2 any person living in the immediate household  
3 of the unit member. Under special  
4 circumstances persons not specifically  
5 enumerated above may, upon approval by the  
6 CEER committee, be included under this  
7 definition for purposes of utilizing  
8 applicable leave provisions of this Agreement.

9 5.1.4 A unit member returning from absence must  
10 contact the appropriate Dean sufficiently in  
11 advance of his/her return to allow for any  
12 necessary assignment modifications. Unit  
13 members who do not comply herewith shall not  
14 be permitted to return to duty and shall be  
15 charged with one (1) additional day of  
16 absence.

17 5.1.5 It is agreed that a unit member who is absent  
18 from work other than for those days as  
19 authorized by State Law or authorized leave  
20 provisions of this Agreement is taking an  
21 unauthorized absence. The District will  
22 deduct a salary amount equal to the ratio of  
23 days absent to the days of required annual  
24 service for unauthorized absences. Any unit  
25 member who is absent from work without leave,  
26 or who fails to return to work as scheduled,  
27 shall be subject to disciplinary action.  
28

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2     **5.2     Sick Leave**

3             5.2.1     Full-time contract and regular unit members  
4                         shall earn and be credited with one (1) day of  
5                         Sick Leave at full pay for each contractual  
6                         month of employment.

7             5.2.2     Sick Leave will be individually credited as of  
8                         the first scheduled contractual day of each  
9                         unit member's contract year.

10            5.2.3     Unused Sick Leave shall be accrued from one  
11                         year to the next.

12            5.2.4     Sick Leave utilization except as otherwise  
13                         provided herein shall be for physical and  
14                         mental disability absences which make  
15                         continued employment impractical.

16            5.2.5     The District may require at its discretion a  
17                         statement of verification from a physician  
18                         verifying the cause and condition of the  
19                         illness.

20            5.2.6     The District may also require at its  
21                         discretion that a unit member visit a  
22                         physician at District expense to obtain a  
23                         statement of verification relative to the unit  
24                         member's ability to fulfill his/her  
25                         responsibilities in a safe, healthful and  
26                         satisfactory manner.

1  
2 5.2.7 Unit members may elect to use up to ten (10)  
3 days per year of credited Sick Leave for  
4 purposes of illness of members of the  
5 immediate family.

6 5.2.8 Evening division faculty shall earn and be  
7 credited with Sick Leave on a per assignment  
8 basis. Such faculty shall be credited with an  
9 amount of Sick Leave in hourly units equal to  
10 the number of hours their assigned class meets  
11 in one (1) full week of a semester. Evening  
12 division assignments of less than a full  
13 semester shall earn a prorated Sick Leave  
14 credit. An Evening division faculty member  
15 may accumulate up to that amount of Sick Leave  
16 which was earned in his/her preceding Evening  
17 division assignment providing there has not  
18 been a break of more than one (1) year between  
19 Evening division assignments.

20 5.2.9 Summer session faculty shall earn and be  
21 credited with one (1) day of Sick Leave for  
22 each three (3) weeks of summer session  
23 employment. Summer session Sick Leave shall  
24 not cumulative.

25 5.2.10 The total days of Sick Leave accrued by each  
26 faculty member prior to the enactment of this  
27 agreement shall remain in effect.  
28

1  
2 5.3 Extended Sick Leave

3 5.3.1 One hundred (100) days will be provided for  
4 this purpose which shall be exclusive of the  
5 current year's Sick Leave credit (5.2.1) and  
6 any accrued Sick Leave (5.2.3). Extended Sick  
7 Leave shall apply as follows:

8 5.3.1.1 After all earned Sick Leave at full  
9 pay as provided in 5.2 has been used  
10 and additional absence due to illness  
11 or injury is necessary the unit member  
12 shall be compensated for up to 100  
13 days of extended Sick Leave at fifty  
14 (50) percent of his/her regular rate  
15 of pay.

16 5.4 Personal Necessity Leave

17 5.4.1 Unit members may elect to use not more than  
18 six (6) days per year of unused Sick Leave for  
19 purposes of approved Personal Necessity Leave.

20 5.4.2 Personal Necessity Leave may be utilized by a  
21 unit member who has sufficient Sick Leave  
22 credit from the entitlements of Article 5.2.1  
23 and 5.2.3. Such utilization shall be limited  
24 to circumstances that are serious in nature,  
25 which cannot be expected to be disregarded,  
26 and which necessitate immediate attention and  
27 which cannot be dealt with during off-duty  
28 hours.

1           5.4.3   Personal Necessity Leave will normally  
2                   (interpreted as "when possible") be requested  
3                   through, and approved by, the District in  
4                   advance of utilization.

5       5.5   Bereavement Leave

6           5.5.1   A unit member shall be eligible for a  
7                   temporary Leave of Absence for the death of  
8                   any member of the immediate family, without  
9                   loss of salary. This Leave will be for no  
10                  longer than three (3) consecutive days, except  
11                  that if out-of-state travel is required, five  
12                  (5) consecutive days will be authorized; and  
13                  if in-state travel in excess of 200 miles (one  
14                  way) is required, four (4) consecutive days  
15                  will be authorized.

16          5.5.2   Leave provided in this section will not be  
17                  deducted from Sick Leave.

18          5.5.3   Additional days of absence beyond those  
19                  described herein may be provided under the  
20                  terms of the Personal Necessity Leave.

21          5.5.4   Normally, use of this Leave shall commence  
22                  within seven (7) calendar days from the date  
23                  of the death of the family member and days  
24                  used shall be taken consecutively, unless  
25                  authorization is obtained from the District.

1  
2     5.6     Judicial and Official Appearance Leave

3     5.6.1     Judicial and Official Appearance Leave shall  
4             be granted for purposes of regularly called  
5             jury duty, appearance as a witness in court  
6             other than a litigant, or to respond to an  
7             official order from another governmental  
8             jurisdiction for reasons not brought about  
9             through the initiation, connivance or  
10            misconduct of the unit member.

11     5.6.2     Jury Duty

12     5.6.2.1 A Leave of Absence without loss of  
13             salary shall be granted to a unit  
14             member who is officially called for  
15             jury duty. Juror's fees, inclusive of  
16             mileage, received by the unit member  
17             shall be retained by the unit member.

18     5.6.3     Court Appearance

19             For any necessary court or agency appearances,  
20             the unit member may utilize Personal Necessity  
21             Leave. However, if any court or agency  
22             appearance is required of a unit member by the  
23             District, it shall be made without loss of pay  
24             and without charge to any other accrued leave  
25             benefits.

1                   5.6.4   Dismissal Hearings

2                   A unit member, not under suspension, for whom  
3                   a dismissal hearing is being held will be  
4                   fully compensated at his/her regular rate for  
5                   any absence(s) from regular duties while  
6                   attending said hearing.

7                   5.7   Maternity Leave

8                   A Maternity Leave is a leave of absence granted to a  
9                   female unit member during the period of time she must  
10                  absent herself from her duties as a result of  
11                  pregnancy or convalescence following child birth or  
12                  miscarriage. Accumulated Sick Leave and Extended Sick  
13                  Leave shall be utilized during the period of absence,  
14                  provided the dates of required absence are certified  
15                  by her physician.

16                 5.8   Child Rearing Leave

17                 A leave of absence for a maximum of one year (two  
18                 semesters) shall be granted upon request without pay  
19                 to a unit member for the purposes of raising his/her  
20                 child, so long as the child is under five years of  
21                 age. An exception to this age limit would be  
22                 considered if the unit member adopts an older child  
23                 who needs full-time care.

1  
2     **5.9     Military Leave**

3     A faculty member shall be granted military leave as  
4     required by the California Education Code and the  
5     California Military and Veterans' Code.

6     **5.10    Sabbatical Leave**

7     5.10.1   A unit member with five (5) consecutive years  
8               of full-time certificated service in the  
9               District may be granted a Sabbatical Leave for  
10              a period of not less than one (1) semester nor  
11              more than two (2) semesters.

12     5.10.2   Compensation during the period of approved  
13               Leave will be fifty (50%) percent for a full  
14               year or one hundred (100%) percent for one (1)  
15               semester.

16     **5.11    Personal Leave**

17     5.11.1   A permanent certificated employee may be  
18               granted a Leave of Absence. If granted, the  
19               Leave will be without compensation and shall  
20               normally be for a period not to exceed two (2)  
21               semesters. Exception to the length of the  
22               Leave may be granted.

23     5.11.2   The District may approve continuation of  
24               fringe benefit coverage as provided herein  
25               during the period of an approved Personal  
26               Leave should it be determined that the purpose  
27               of such Leave is in the best interest of the  
28               institution.

1  
2 5.12 Association Leave

3 The Association shall be provided with 10 days of paid  
4 leave for purposes of conducting Association business.  
5 The Association agrees to provide class coverage or to  
6 pay the cost of a substitute if a substitute must be  
7 utilized. The Association President shall designate  
8 in writing to the Dean of Instruction at least five  
9 (5) days in advance of the requested leave date the  
10 Association representative(s) who is(are) utilizing  
11 the leave and the date(s) thereof along with the  
12 proposed class coverage arrangements. Unless such  
13 class coverage arrangements are approved by the Dean  
14 of Instruction, a substitute will be utilized and  
15 compensated as provided herein.  
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ARTICLE 6: WORKLOAD OBLIGATION

- 6.1 The teaching load per academic year shall not be less than the equivalent of thirty (30) equated semester hours of instruction nor more than thirty-two (32) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load.
- 6.2 Lecture hours and laboratory hours will be as defined in the course lists.
- A laboratory hour, for purposes of workload calculation, will be equivalent to seventy percent (70%) of a lecture hour and seventy-five percent (75%) of a lecture hour for concurrent labs.
- 6.3 The normal workday for Librarians, Media Center Faculty and Counselors will average seven (7) clock hours exclusive of a lunch period in a work week. The normal workday of instructors on non-instructional days will be not less than seven (7) hours exclusive of a lunch period.
- 6.4 Unit members who are full-time instructors shall be on campus and responsible for instructional and other assigned duties for not less than one hundred seventy-five (175) days. Other full-time unit members

shall be on campus and responsible for regular and other assigned duties for not less than one hundred seventy-five (175) days.

6.5 Other assigned duties of unit members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.

6.6 Faculty who are appointed and accept appointment to assume, in addition to their normal workloads, extra-duty assignments shall receive additional monetary compensation in accordance with the applicable provisions of this agreement.

6.7 The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform unit members of teaching assignments which may become available in any facet of the instructional program. Interested unit members may apply for such assignments and if appointed shall be compensated in accordance with the terms and provisions of this agreement.

6.8 Teaching faculty will schedule and be present for one (1) office hour for each day classes are in session. Faculty shall develop their own office hour schedules so as to be convenient to both the needs and schedules of their students, and their own teaching schedules. An office hour shall not be less than sixty (60) clock

minutes. Office hours shall be posted at the entrance to the faculty member's office and filed with the Dean of Instruction at the start of each semester.

6.9 A faculty member supervising two or more labs concurrently may at the discretion of the District, be credited with a full equated semester hour of instruction per 50-minute period.

## ARTICLE 7: COMPENSATION

### 7.1 Fringe Benefits

7.1.1 The District shall provide monthly contributions for Health and Welfare Benefits as follows: Blue Cross of Southern California, Group No. 40078B, California Dental Service, Group No. 6132; and California Vision Service, Plan C, administered by Self Insured Schools of Kern (SISK); and Provident Life & Accident Insurance, Plan F-6 plus \$1500 family coverage.

7.1.1.1 The District shall make its contributions for the above specified benefits as follows:

7.1.1.1.1 For the 1989-90 school year, the District's contribution per unit member shall be up to a maximum of three hundred fifty-five dollars and ninety-one cents (\$355.91) per month for twelve months for a total of four thousand two hundred seventy dollars and ninety-two cents (\$4,270.92).

This constitutes a dollar amount contribution for the above specified benefits. The District's obligation under this paragraph is limited to the amount actually charged by the provider(s)/administrator.

7.1.1.2 The parties agree that the monthly 1989-90 contribution maximum (\$355.91) shall constitute the District's base contribution level as of June 30, 1990, that the District is not obligated to contribute any amount in excess of the maximum for the above specified benefits and that the maximum shall remain as specified above unless that amount is modified by a subsequent agreement between the parties. Any increase in the required contribution level above the District contribution specified above shall be at the expense of participating bargaining unit member and shall be payroll deducted from each participating bargaining unit member.

7.1.1.3 Effective October 1, 1989, the existing fee-for-service medical insurance program shall be replaced by a Blue Cross Prudent Buyer Incentive Hospital and Professional Comprehensive Major Medical Benefits, Plan B (100/80). The deductibles shall be \$100/\$300.

1 Stop-loss is at \$4,000. This general  
2 outline of modifications is for  
3 information purposes only. The  
4 specific benefits and limitations of  
5 the insurance program are spelled  
6 out in the insurance certificate  
7 provided to each employee by the  
8 medical insurance company (Blue  
9 Cross).

10 7.1.2 The District shall contribute the amount paid  
11 for a regular full-time employee to provide  
12 health insurance coverage for a unit member  
13 who has served the District for ten (10) or  
14 more years at the time of regular STRS (or  
15 PERS) retirement. To participate, the retiree  
16 must pay any amount above the District  
17 contribution. The District contribution shall  
18 remain in effect until the unit member reaches  
19 age sixty-five (65) or becomes eligible to  
20 enroll in the Medicare program.

21 7.1.2.1 The District shall contribute the  
22 premium necessary to provide the  
23 Medicare Supplement health insurance  
24 coverage for a unit member who has  
25 served the District for twelve (12)  
26 or more years at the time of regular  
STRS (or PERS) retirement. To

participate, the unit member must  
pay the cost of Medicare A and B.  
If the unit member is not eligible  
to enroll directly into the Medicare  
program at the time of retirement,  
the unit member, as a condition of  
receiving the benefit under this  
section, must maintain continuous  
health insurance coverage and  
eligibility pursuant to the  
provisions of current medical  
insurance policy.

1     **7.2   Certificated Salary Schedule Classification & Placement**

2           **7.2.1   Classification shall be based on professional**  
3                           **training.**

4           **7.2.2   Classifications:**

5  
6                   **CLASS I           BA Degree**

7  
8                   **CLASS II          BA Degree + 30 units**

9  
10                  **CLASS III       BA Degree + 45 units**

11                  **CLASS IV       BA Degree + 60 units including**  
12                           **MA Degree**

13  
14                  **CLASS V       BA Degree + 75 units including**  
15                           **MA Degree**

16           **7.2.3   In moving from one class to another, the**  
17                           **faculty member will move laterally on the**  
18                           **schedule to the corresponding year in the new**  
19                           **class.**

20           **7.2.4   Rules governing classification and placement**  
21                           **of Vocational Instructors -**

22                   **7.2.4.1   Persons   possessing   Standard**  
23                           **Designated   Subjects,   Special**  
24                           **Secondary Class A, or Community**  
25                           **College Instructors Credentials (all**  
26                           **issued for life to instruct in**  
27                           **vocational subject areas) will be**

1 classified in Class II. After the  
2 original classification, such  
3 persons may advance on the salary  
4 schedule by acquiring additional  
5 training or units in the same manner  
6 as any other teacher in the system.

7 7.2.4.2 For initial placement, experience in  
8 an occupational/industrial field  
9 relevant to the teaching assignment,  
10 may be granted half credit; one step  
11 for each two (2) years of experience  
12 for persons referred to above.  
13 Experience time will be limited to  
14 six (6) steps.

15 7.2.5 Hurdles

16 A hurdle is placed at the end of the seventh  
17 (7th) year. In order to jump the hurdle  
18 within a class, the unit member must submit  
19 evidence of approved work as follows:

20 (a) Completion of the 1988-89  
21 in-service class provided by the  
22 District plus six (6) semester units  
23 of approved college level work or  
24 nine (9) units of approved college  
25 level work by step seven (7).

26 (b) Additionally, hurdles are placed at  
27 the thirteenth (13th) and eighteenth  
28 (18th) steps and are subject to the  
provisions of 7.2.5.4.

1 7.2.5.1 A satisfactory equivalent may be in  
2 the fields of travel, research,  
3 community service, work experience  
4 including college summer school  
5 teaching or In-Service training.  
6 Only in exceptional cases will this  
7 substitution fulfill all the college  
8 credit required.

9 (a) Travel - Only trips of  
10 outstanding educational value  
11 will be considered.

12 (b) Research - Includes such work  
13 as fact-finding as may be done  
14 in connection with - gathering  
15 materials for publishing  
16 professional books, articles,  
17 etc., or educational studies  
18 assigned by the superintendent.

19 (c) Community Service - Outstanding  
20 leadership in community  
21 affairs, which not only makes a  
22 real contribution to the  
23 community and the institution,  
24 but increases one's value as a  
25 faculty member.

26 (d) Work Experience - Only work  
27 experience of outstanding  
28 educational value in related  
fields will be considered.

1 (e) In-Service Training - Approved  
2 In-Service Training may be  
3 accepted.

4 (f) Continuing Education Units -  
5 Approved pursuant to the CEER  
6 Committee Guidelines.

7 7.2.5.2 Allotment of In-Service credit or  
8 credit for travel, etc., will be  
9 determined by decision of the  
10 Superintendent. Petition for  
11 approval must be in by May of year  
12 in which the faculty member plans to  
13 earn the credit. Petition for  
14 acceptance of units for summer  
15 school or other credit must be in by  
16 July 1 of year in which faculty  
17 member plans to move from one group  
18 or class to another.

19 (a) In evaluating private  
20 instruction, 50 hours of  
21 instruction and practice are  
22 considered equivalent to one  
23 unit.

24 7.2.5.3 A faculty member who finds himself  
25 at a hurdle immediately after  
26 entering the service of Taft College  
27 will be allowed an additional year  
28 to meet the hurdle. If during the

1 summer the requirement is reached  
2 for movement from one class to  
3 another, provision will be made for  
4 the relinquishment of the old  
5 contract and issuance of a new  
6 contract to reflect the changed  
7 status.

8 7.2.5.4 Hurdle requirements are as stated in  
9 7.2.5 If a requirement for a hurdle  
10 is met before a faculty member, by  
11 virtue of the number of years of  
12 experience, has reached that  
13 position on the schedule, credit is  
14 not given until the proper time.  
15 Excess credit cannot be carried over  
16 from one hurdle requirement period  
17 to satisfy the other hurdle  
18 requirement. It can be applied to  
19 change in class where appropriate.  
20 Six (6) semester units of approved  
21 work must be completed after  
22 reaching step thirteen (13) for  
23 placement on step eighteen (18).  
24 The only exception is that credit  
25 shall be given for the 1988-89  
26 in-service class provided by the  
27 District if it is taken prior to the  
28 faculty member reaching step

thirteen (13). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semester units of approved college level work or by completion of six (6) semester units of approved college level work.

Six (6) semester units of approved work must be completed after reaching step eighteen (18) for placement on step twenty-four (24). The only exception is that credit shall be given for the 1988-89 in-service class provided by the District if it is taken prior to the faculty member reaching step eighteen (18). This may be done by completion of six (6) semester units of in-service classes provided by the District or by completion of a three (3) semester unit in-service class provided by the District plus three (3) semesters units of approved college level work or by

1 completion of six (6) semester units  
2 of approved college work.

3 Only course work completed after  
4 July 1, 1981, the effective date for  
5 establishment of the eighteenth  
6 (18th) and twenty-fourth (24th)  
7 steps, will be considered in meeting  
8 the requirements for the eighteen  
9 (18th) and twenty-fourth (24th)  
10 steps.

11 7.2.5.5 Faculty members who fail to improve  
12 themselves professionally by meeting  
13 a hurdle requirement will not  
14 receive an increment until the  
15 requirement is met.

16 7.2.5.6 Faculty members will be initially  
17 placed within a classification  
18 according to their maximum  
19 achievement at the time they enter  
20 the service of the West Kern  
21 Community College District. After a  
22 faculty member is initially placed  
23 within a classification, all hurdle  
24 increments must be based on  
25 university or college work,  
26 sabbatical leave, or other training  
27 taken after his/her initial  
28 employment. Advancement in

1 classification (lateral movement on  
2 the salary schedule may be achieved  
3 by taking the additional work  
4 necessary to meet the qualifications  
5 of the next higher class.)

6 7.2.6 Persons entering system: Experience (other)  
7 than that referred to in 7.2.4) previous to  
8 employment by the West Kern Community College  
9 District shall be credited on the basis of  
10 year for year actual experience time up to six  
11 (6) steps on the salary schedule. No credit  
12 for more than six (6) years of experience out  
13 of the college district will be given. No  
14 credit will be given for half years.

15 7.2.6.1 A beginning faculty member holding a  
16 special credential in Music,  
17 Business, Art, Physical Education,  
18 or a similar field may be given  
19 credit for experience in his own  
20 field in lieu of the regular  
21 requirements when such experience  
22 has been evaluated and approved.

23 7.2.6.2 All degrees and units shall be of a  
24 standard acceptable to any standard  
25 California colleges or acceptable to  
26 any nationally recognized technical  
27 or vocational schools when the  
28 training is in such special fields.

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7.2.7 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.

7.2.8 Prior experience or professional training:

7.2.8.1 A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District Superintendent. The District Superintendent will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District Superintendent.

7.2.8.2 Credit for military service will be given to those faculty members who held a valid credential prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.

7.3 Certificated Salaries

7.3.1 Effective July 1, 1989 the salary of contract and regular unit members will be as outlined in Appendix "B".

7.3.2 Step and column increases shall be granted July 1 for the term of this agreement.

7.4 Extra Duty Compensation

7.4.1 Extra duty compensation for unit members with compensable extra duty assignments will be as provided in Appendix "B-1".

7.4.2 The District reserves the right to compensate coaches by reducing regular assigned duties provided the load reduction dollar factor shall be not less than the stipend amount.

7.4.3 Unit members employed on an extended contract basis will receive ten percent (10%) of base pay for each additional contractual month of service (Appendix "B-2" and "B-3").

7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1".

ARTICLE 8:

CERTIFICATED EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 8.1 There shall be a committee established of three (3) members appointed by the Association President and two (2) members appointed by the College President.
- 8.2 The committee will meet on a monthly basis. Scheduled meetings may be cancelled by mutual agreement and additional meetings may be scheduled by mutual agreement.
- 8.3 The sole purpose of the committee is to maintain a channel of communication between the District and the Association and thus provide a forum for discussion of items referred to in 8.4, 8.5, and 8.7 below.
- 8.4 The district or the Association may place on the committee agenda items which directly pertain to Section 3543.2 of the EERA.
- 8.5 The District agrees to place on the committee agenda contemplated changes which affect the bargaining unit in matters relating to wages, hours, or terms and conditions of employment which shall be defined as health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, or evaluation procedures.
- 8.6 The CEER Committee will study salary schedule credit and make recommendations to the Superintendent.
- 8.7 The Association may place on the committee agenda alleged violations of the Articles of this Agreement.
- 8.8 The District and Association agree that it is not the intent of this Article to change the provisions of this Agreement.

1 8.9 The Committee shall review employee requests to apply  
2 Continuing Education Units (CEU'S) toward salary  
3 hurdle or salary class changes pursuant to guidelines  
4 in effect on April 18, 1988. The CEU guidelines shall  
5 not be modified except by mutual agreement between the  
6 District and the Association.  
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ARTICLE 9: COMPLETION OF MEET AND NEGOTIATION

9.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

9.2 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 10: TERM AND RENEGOTIATION

10.1 This Agreement shall remain in full force and effect up to and including June 30, 1990 and thereafter, except as modified pursuant this article, will continue in effect year-by-year provided that either of the parties may notify the other in writing no later than January 15, 1990 of proposed modifications or amendments to this Agreement. Such modification will include as much of the complete detail of the proposals as is then available and will be delivered by January 15, 1990 to the Superintendent or the Association President, as appropriate.

10.2 The District and Association representatives shall commence the Meet and Negotiate process on or before April 1, 1990 with respect to such proposal(s).

10.3 Members (not to exceed four [4]) of the Association's negotiating team shall receive reasonable released time without loss of compensation when meeting and negotiating.

10.4 Either party may use the services of outside consultants to assist in the negotiations.

ARTICLE 11: CONCERTED ACTIVITIES

11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

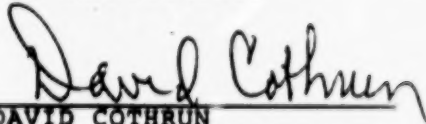
11.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

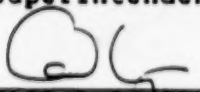
ARTICLE 12: SAVINGS PROVISION

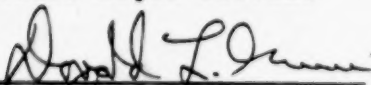
If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

RECOMMENDED FOR RATIFICATION

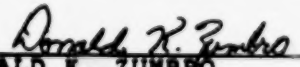
For the District

  
DAVID COTHRUN  
Superintendent/President

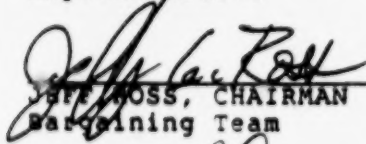
  
CARL B.A. LANGE III  
Director of Labor Relations  
Schools Legal Service

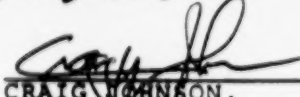
  
DONALD L. GREENE  
Dean of Instruction

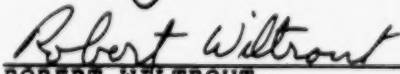
  
JERRY KELLY  
Director of Occupational  
Services

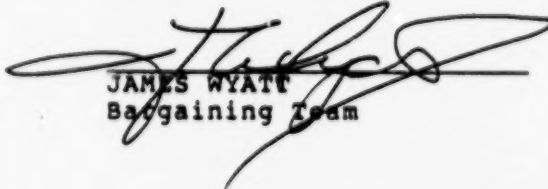
  
DONALD K. ZUMBRO  
Dean of Student Services/  
Evening College

For the Exclusive  
Representative

  
JEFF ROSS, CHAIRMAN  
Bargaining Team

  
CRAIG JOHNSON,  
Bargaining Team

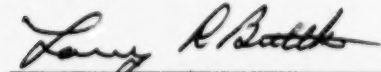
  
ROBERT WILTROUT  
Bargaining Team

  
JAMES WYATT  
Bargaining Team

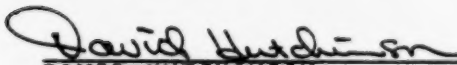
By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RATIFIED

WEST KERN COMMUNITY COLLEGE  
DISTRICT



LARRY F. BUTTKE, President  
Board of Trustees



DAVID HUTCHINSON,  
Secretary, Board of Trustees

DATED: 10-14-89

TAFT COLLEGE FACULTY  
ASSOCIATION, CTA/NEA

  
JOE THOMPSON  
President

DATED: 10-13-89

## RESOLUTION

**WHEREAS:** The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

**WHEREAS:** Pursuant to Chapter 961, California Statutes 1975, said employee organization has submitted satisfactory evidence that a majority of the employees in the above described unit have supported and authorized such request for recognition; therefore be it

**RESOLVED:** That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections 3500 et. seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman  
Board President

Signed/ Charles R. Scott  
Board Member

Signed/ Mel Stewart  
Board Member

Signed/ John J. Miller  
Board Member

Signed/ R. G. Mundy  
Board Member

**CERTIFICATED SALARY SCHEDULE - 1989-90  
175-DAY SCHEDULE**

|       | <b>CLASS I<br/>BA DEGREE</b> | <b>CLASS II<br/>BA DEGREE<br/>+30 UNITS</b> | <b>CLASS III<br/>BA DEGREE<br/>+45 UNITS</b> | <b>CLASS IV<br/>BA DEGREE<br/>+ 60 UNITS<br/>INC.<br/>MA DEGREE</b> | <b>CLASS V<br/>BA DEGREE<br/>+75 UNITS<br/>INC.<br/>MA DEGREE</b> |
|-------|------------------------------|---------------------------------------------|----------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| 1     | 24595                        | 27098                                       | 28350                                        |                                                                     |                                                                   |
| 2     | 26005                        | 28508                                       | 29760                                        |                                                                     |                                                                   |
| 3     | 27415                        | 29919                                       | 31170                                        | 32422                                                               |                                                                   |
| 4     | 28825                        | 31329                                       | 32580                                        | 33832                                                               | 35083                                                             |
| 5     | 30235                        | 32739                                       | 33990                                        | 35242                                                               | 36493                                                             |
| 6     | 31646                        | 34149                                       | 35400                                        | 36652                                                               | 37904                                                             |
| 7(1)  | 33056                        | 35559                                       | 36810                                        | 38062                                                               | 39314                                                             |
| 8     | 34466                        | 36969                                       | 38220                                        | 39472                                                               | 40724                                                             |
| 9     | 35876                        | 38379                                       | 39631                                        | 40882                                                               | 42134                                                             |
| 10    | 37286                        | 39789                                       | 41041                                        | 42292                                                               | 43544                                                             |
| 11    |                              | 41199                                       | 42451                                        | 43702                                                               | 44954                                                             |
| 12    |                              |                                             | 43861                                        | 45112                                                               | 46364                                                             |
| 13(2) |                              |                                             |                                              | 46522                                                               | 47774                                                             |
| 18(3) |                              |                                             |                                              | 48459                                                               | 49710                                                             |
| 24    |                              |                                             |                                              | 50395                                                               | 51646                                                             |

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

EXTRA DUTY COMPENSATION 1989-1990

HOURLY RATE (EVENING, SUMMER, AND OVERLOAD)

|                                      |         |
|--------------------------------------|---------|
| Step 1                               | \$25.00 |
| Step 2                               | \$26.00 |
| Step 3                               | \$27.00 |
| Non-Baccalaureate Degree Instructors | \$25.00 |

ATHLETIC ASSIGNMENTS (WHEN NOT A PART OF LOAD)

|                                      |        |
|--------------------------------------|--------|
| Head Baseball Coach                  | \$4800 |
| Head Basketball Coach (Men's Team)   | \$4800 |
| Head Basketball Coach (Women's Team) | \$4800 |
| Head Cross Country Coach             | \$4800 |
| Head Football Coach                  | \$4800 |
| Head Golf Coach                      | \$4800 |
| Head Softball Coach                  | \$4800 |
| Head Track Coach                     | \$4800 |
| Head Volleyball Coach                | \$4800 |
| Assistant Head Football Coach        | \$3000 |
| Baseball Assistant                   | \$3000 |
| Basketball Assistant                 | \$2500 |
| Football Assistant                   | \$2800 |
| Softball Assistant                   | \$2500 |
| Track Assistant                      | \$2500 |
| Volleyball Assistant                 | \$2500 |
| Football Scout                       | \$1100 |

OTHER ASSIGNMENTS

|                                                                  |        |
|------------------------------------------------------------------|--------|
| Academic Senate President - 20% Release Time<br>(AB 1725 funded) |        |
| Cheerleader Advisor                                              | \$1800 |
| Coordinator Student Activities 20% Release Time                  |        |
| Division Chairperson                                             | \$ 950 |
| Student Newspaper Advisor                                        | \$ 670 |

**CERTIFICATED SALARY SCHEDULE - 1989 - 90**  
**11-MONTH SCHEDULE**

|       | <b>CLASS I<br/>BA DEGREE</b> | <b>CLASS II<br/>BA DEGREE<br/>+30 UNITS</b> | <b>CLASS III<br/>BA DEGREE<br/>+45 UNITS</b> | <b>CLASS IV<br/>BA DEGREE<br/>+ 60 UNITS<br/>INC.<br/>MA DEGREE</b> | <b>CLASS V<br/>BA DEGREE<br/>+75 UNITS<br/>INC.<br/>MA DEGREE</b> |
|-------|------------------------------|---------------------------------------------|----------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| 1     | 27055                        | 29808                                       | 31185                                        |                                                                     |                                                                   |
| 2     | 28606                        | 31359                                       | 32736                                        |                                                                     |                                                                   |
| 3     | 30157                        | 32910                                       | 34287                                        | 35664                                                               |                                                                   |
| 4     | 31708                        | 34461                                       | 35838                                        | 37215                                                               | 38592                                                             |
| 5     | 33259                        | 36013                                       | 37389                                        | 38766                                                               | 40143                                                             |
| 6     | 34810                        | 37564                                       | 38940                                        | 40317                                                               | 41694                                                             |
| 7(1)  | 36361                        | 39115                                       | 40491                                        | 41868                                                               | 43245                                                             |
| 8     | 37912                        | 40666                                       | 42043                                        | 43419                                                               | 44796                                                             |
| 9     | 39463                        | 42217                                       | 43594                                        | 44970                                                               | 46347                                                             |
| 10    | 41014                        | 43768                                       | 45145                                        | 46521                                                               | 47898                                                             |
| 11    |                              | 45319                                       | 46696                                        | 48073                                                               | 49449                                                             |
| 12    |                              |                                             | 48247                                        | 49624                                                               | 51000                                                             |
| 13(2) |                              |                                             |                                              | 51175                                                               | 52551                                                             |
| 18(3) |                              |                                             |                                              | 53111                                                               | 54488                                                             |
| 24    |                              |                                             |                                              | 55047                                                               | 56424                                                             |

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:

Coordinator of Computer Education and Public Information Officer

**BEST COPY AVAILABLE**

## CERTIFICATED SALARY SCHEDULE - 1989-90

## 12-MONTH SCHEDULE

|       | CLASS I<br>BA DEGREE | CLASS II<br>BA DEGREE<br>+30 UNITS | CLASS III<br>BA DEGREE<br>+45 UNITS | CLASS IV<br>BA DEGREE<br>+ 60 UNITS<br>INC.<br>MA DEGREE | CLASS V<br>BA DEGREE<br>+75 UNITS<br>INC.<br>MA DEGREE |
|-------|----------------------|------------------------------------|-------------------------------------|----------------------------------------------------------|--------------------------------------------------------|
| 1     | 29514                | 32518                              | 34020                               |                                                          |                                                        |
| 2     | 31206                | 34210                              | 35712                               |                                                          |                                                        |
| 3     | 32898                | 35902                              | 37404                               | 38906                                                    |                                                        |
| 4     | 34591                | 37594                              | 39096                               | 40598                                                    | 42100                                                  |
| 5     | 36283                | 39286                              | 40788                               | 42290                                                    | 43792                                                  |
| 6     | 37975                | 40979                              | 42480                               | 43982                                                    | 45484                                                  |
| 7(1)  | 39667                | 42671                              | 44173                               | 45674                                                    | 47176                                                  |
| 8     | 41359                | 44363                              | 45865                               | 47367                                                    | 48868                                                  |
| 9     | 43051                | 46055                              | 47557                               | 49059                                                    | 50561                                                  |
| 10    | 44743                | 47747                              | 49249                               | 50751                                                    | 52253                                                  |
| 11    |                      | 49439                              | 50941                               | 52443                                                    | 53945                                                  |
| 12    |                      |                                    | 52633                               | 54135                                                    | 55637                                                  |
| 13(2) |                      |                                    |                                     | 55827                                                    | 57329                                                  |
| 18(3) |                      |                                    |                                     | 57763                                                    | 59265                                                  |
| 24    |                      |                                    |                                     | 59699                                                    | 61201                                                  |

(1) Hurdle requirement must be met in accordance with Section 7.2.5 (a).

(2) & (3) Hurdle requirement must be met in accordance with Section 7.2.5 (b) and 7.2.5.4.

An employee with an earned doctorate is to be compensated to the extent of \$1000 over the regular salary each year.

The following positions shall be compensated in accordance with proper placement on this schedule:

Instructor/Developmentally Disabled Adults



**TAFT COLLEGE**  
**WEST KERN COMMUNITY COLLEGE DISTRICT**  
 TAFT, CALIFORNIA 93268

79 EMMONS PARK DRIVE

P.O. BOX 1437

TELEPHONE 766-4191

AREA CODE 805

Superintendent/President

DR. WENDELL L. REEDER

Board of Trustees

MR. CHARLES L. LITTLE, PRESIDENT

MR. LARRY F. BUTTKE, SECRETARY

MR. HARRY W. FURMAN

MR. RICHARD G. MUNDY

MR. MILTON L. RAMIREZ

February 26, 1980

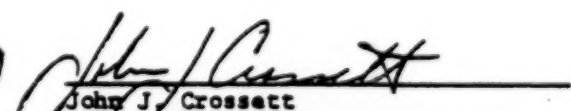
To: Board of Trustees  
 West Kern Community College District

Taft College Faculty Association agrees to include as a part of the binding collective agreement with the District:

- 1) Optional Early Retirement Plan as outlined in State Teacher Retirement System (STRS) Directive 79-4 of August 7, 1979; and,
- 2) Reduced Workload Program as outlined in State Teacher Retirement System (STRS) Directive 79-14 of December 17, 1980. Each request for reduced workload will be considered individually as to the need of the District and the percentage of the workload reduction.

It is understood that the inclusion of these early retirement plans does not limit the Association with regard to the Joint Early Retirement Study Committee should the Association choose to exercise its right in accordance with the provisions of the aforementioned collective agreement.

  
 Dennis I. VanderWerff  
 for the Taft College Faculty  
 Association

  
 John J. Crossett  
 for the West Kern Community College  
 District Board of Trustees



# Taft College

WEST KERN  
COMMUNITY COLLEGE DISTRICT

29 EMMONS PARK DRIVE

P.O. BOX 1437

TAFT, CALIFORNIA 93268

(805) 763-4282

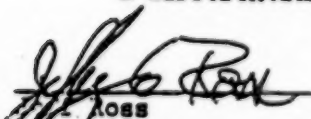
August 16, 1982

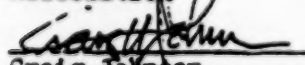
TO: Board of Trustees  
West Kern Community College District

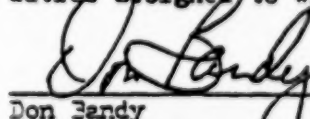
Taft College Faculty Association agrees to eliminate the following provisions of the binding collective agreement with the District with regards only to faculty members of the Petroleum Technology Program.

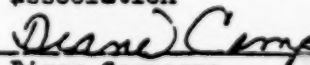
- 6.1 The teaching load per academic year shall not be less than the equivalent of thirty (30) equated semester hours of instruction nor more than thirty-two (32) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load.
- 6.2 Lecture hours and laboratory hours will be as defined in the course lists. A laboratory hour, for purposes of workload calculation, will be equivalent to two-thirds ( $2/3$ ) of a lecture hour.
- 7.4.4 Unit members who are assigned in excess of thirty-two (32) equated semester hours will be compensated on the hourly rate schedule as provided in Appendix "B-1" for 1981-82, Appendix "C-1" for 1982-83 or Appendix "D-1" for 1983-84.

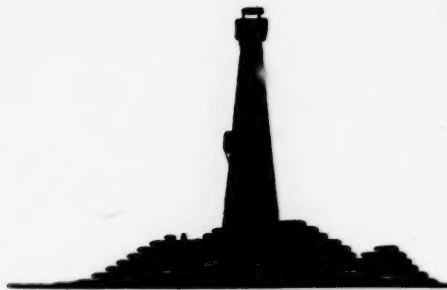
Further, it is agreed that faculty assigned to the energy related programs shall be placed on the appropriate salary schedule as per provisions of the contract. Extra duty compensation as recommended by the Supt/President and approved by the Board of Trustees may be used to provide a differential for duties assigned to with WESTEC.

  
Jeff Ross  
President  
Taft College Faculty  
Association

  
Craig Johnson  
Treasurer  
Taft College Faculty

  
Don Sandy  
Vice-President  
Taft College Faculty  
Association

  
Diane Campagna  
Secretary  
Taft College Faculty



# Taft College

WEST KERN  
COMMUNITY COLLEGE DISTRICT

29 EMMONS PARK DRIVE

P.O. BOX 1437

TAFT, CALIFORNIA 93268

(805) 763-4282

## Memorandum of Understanding

between

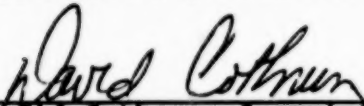
West Kern Community College District

and

Taft College Faculty Association

### AB 1725 IMPLEMENTATION RE-OPENER

Negotiations will be re-opened during 1989-90 at a mutually agreed-upon time to negotiate the items necessary to implement the appropriate provisions of AB 1725.

  
\_\_\_\_\_  
David Cothrun, Superintendent/President  
West Kern Community College District

  
\_\_\_\_\_  
Joe Thompson, President  
Taft College Faculty Assn.

October 5, 1989